Cornell University
ILR School

BLS Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the BLS Contract Collection, see http://digitalcommons.ilr.cornell.edu/blscontracts/

Or contact us:
Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements (for a glossary of the elements see - http://digitalcommons.ilr.cornell.edu/blscontracts/2/)

Title: **Construction Industry Employers Association, Inc. and Laborers International Union of North America (LIUNA), AFL-CIO, Local 210 (2002)**

K#: **8441**

Employer Name: **Construction Industry Employers Association, Inc.**

Location: **NY Buffalo**

Union: **Laborers International Union of North America (LIUNA), AFL-CIO**

Local: **210**

SIC: **1540** NAICS: **23622**

Sector: **P** Number of Workers: **1800**

Effective Date: **07/01/02** Expiration Date: **06/30/07**

Number of Pages: **52** Other Years Available: **Y**

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School, http://www.ilr.cornell.edu/

K8441
1,800 [illegible]
51pp.

7/1/2002 - 6/30/2007

2002 - 2007

LABORERS' LOCAL UNION 210

ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

27

2002 - 2007
AGREEMENT

between

CONSTRUCTION INDUSTRY
EMPLOYERS ASSOCIATION

and the

LOCAL UNION NO. 210
LABORERS INTERNATIONAL UNION
of NORTH AMERICA
AFL-CIO

TABLE OF CONTENTS

Agreement			*Page*
Article I	-	Definitions	1
Article II	-	Jurisdiction	2
Article III	-	Hiring	12
Article IV	-	Management Rights	13
Article V	-	Pre-Job Conference	14
Article VI	-	Union Rights	14
Article VII	-	Working Conditions	19
Article VIII	-	Hours of Work & Holidays	23
Article IX	-	Fringe Benefit Funds	28
Article X	-	Wages and Classification and Fringe Benefits	33
Article XI	-	Subcontracting	35
Article XII	-	Grievance and Arbitration	36
Article XIII	-	Jurisdictional Disputes	39
Article XIV	-	Qualifying Intent	40
Article XV	-	Construction Industry Fund	40
Article XVI	-	Drug Testing	43
Article XVII	-	Successors and Assigns	47
Article XVIII	-	Equal Employment Opportunity	48
Article XIX	-	Apprentices	48
Article XX	-	Duration	49

2002 - 2007 Laborers' Agreement

AGREEMENT between Construction Industry Employers Association, Inc., hereinafter called "Association," and the Laborers International Union of North America, Local Union No. 210, hereinafter called "Union" or "Local 210."

WHEREAS: The parties hereto desire to promote employment in the Construction Industry and to agree upon wage rates and conditions of employment, we the undersigned being the duly authorized officials respectively of the Association and Local 210, do hereby assent to all provisions of the following Agreement and do hereunto affix our signatures as evidence of the understanding and acceptance of its terms and conditions and we do pledge and bind our respective organizations to a strict observance of this Agreement which shall be binding upon both parties on all building and heavy construction, highway and heavy highway, tunnel and utility work, in Erie County, New York; Perrysburg and the City of Gowanda in Cattaraugus County.

WITNESSETH: This Agreement is made and entered into this 1st day of June 2002, by and between the Association and its members, hereinafter referred to as "Employer," and Local 210.

Article I
DEFINITIONS

1. "Laborer, Laborers, Employee or Employees" - Individuals employed by an employer, who perfom or are hired to perform, any of the services covered by this Agreement.

2. "Employers" - A present member of the Association, a person, firm, partnership or corporation which

becomes a member of the Association during the term of this Agreement.

3. General Contractor - Any employer whose services are engaged by the owner or lessee or other persons who are responsible for the awarding of the contract and performance of the construction involved and/or any person who contracts with such owner or lessee and who himself turns over or subcontracts such work to other firms, persons or corporations.

4. "Local 210" or "Union" - Shall refer to Laborers Local 210.

Article II
JURISDICTION

1. The jurisdiction set forth below constitutes a description of work traditionally performed within Laborers' job classifications. Laborers claim the right to perform all work traditionally performed by laborers.

2. This Agreement covers all watchmen, flagmen (all crafts), fire watchman, traffic control men, laborers, and foremen, (grade, pipe, concrete, forms, seeding, asphalt, clearing and grubbing, clean-up, stone-laying) in the performance of the following:

   (a) The laying of all types of pipe and conduit; the spreading, pouring, raking, and tamping of all asphalt and concrete materials; the laying of all types of stone or manufactured curb, rip-rap, paving blocks, concrete blocks (paving), slope paving, Belgium Block and similar types of baskets; the handling, loading, unloading and stringing of all materials; the handling, loading and stringing of all wood products by hand or power; the sharpening of all air tool bits, drills and bull points.

(b) Attending to, handling, and fueling any and all types of heaters at all times when in use except where existing agreements provide otherwise.

(c) The handling, the laying and placing of forms used for curbing, gutters, roads and sidewalks and the stripping of same; the placing, setting and maintaining of all flares, blinker lights and reflectors; the cutting and chipping of road joints; the handling, loading, unloading, distributing, and erecting of chain-link fence; the handling and erecting of wire fence and overhead signs; the handling and placing of wire mesh on roads and bridges; guard rails, the installation and all other work on IBC barriers; the sand-blasting and applying of guard rails; the sand-blasting and applying of sealers, hardeners and epoxy on concrete and asphalt work; the nozzle operators on sandblasting and guniting operations; the signaling of all materials (manufactured or otherwise) which is handled or put in place by laborers; handling, loading, unloading, distributing, and installing all guard rails, highway signs and road markers.

(d) Attending to, handling, and fueling single diaphragm pumps and 1 1/2 pumps.

(e) The operating of all types of machines used to seal any type of joints; the operating and servicing of mortar mixers and conveyors used in laborers' work, regardless of number; the operating and servicing of rock drilling machines; the blasting and dynamiting of all rock welding (excluding machinery, tools, structural steel); the installation of manholes and catch basins; the placing of all precast and prestressed materials, except when placed or installed by the manufacturer pursuant to its collective bargaining agreement.

(f) The handling, unloading, loading, assembling and laying of all multiplate; the operating of all air, gas, electric, oil and other types of motor-driven tools, including all pusher type equipment; the handling, tending and maintaining of Homelite or like generators.

(g) The laying of electrical conduit; lasers when used for grading or leveling for sitework; chemical cleanup, drum handling of transformers, diving, operation of infrared destruction machines, and plasma arc plants; The storing, loading and unloading of all hazardous waste.

(h) Functioning as safetyman and batch plant foremen; functioning as nursery worker; functioning in the installation of sound barriers.

(i) Removal of asbestos, including demolition and/or dismantling for scrap and video x-ray operation.

(j) Installation of welding and jointing; installation of oil lines, grime, chemical, transmission lines, all fiber optics; installation of all communication lines and pumping facilities; waterproofing, installation of underwater cable.

(k) All handling and sorting of materials by hand or power in or about storage points shall be by laborers if such points are on the job site, adjacent thereto or of a temporary nature.

(l) Excavating for building and all other construction, digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes and irrigation trenches, canals and all handling, filling and placing of sandbags connected therewith. All drilling, blasting and scaling on the site or along the right-of-way, as well as access roads, reservoirs, including temporary lines.

(m) On-site preparation and right-of-way for clearance of any structures of the installation of traffic and transportation facilities, such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Clearing and slashing of brush or trees by hand or with mechanical cutting methods. Blasting for all purposes, such as stumps, rocks, general demolition. Falling, bucking, yarding, loading or burning of all trees on construction areas. Choker setter, off bearers; erection, dismantling and/or reinstallation of all fences. Clean-up of right-of-way, including tying on, signaling, stacking of brush, trees or other debris and burning where required.

(n) All soil test operations or semi and unskilled labor, such as filing of sandbags, handling timbers and loading and unloading of the same.

(o) The hooking on, signaling, dumping and unhooking the bucket when concrete or aggregates are conveyed by crane or derrick, or similar methods; placing of concrete or aggregates, whether poured, pumped, gunnited, or placed by any other process; the assembly, uncoupling of all connections and parts of or to equipment used in mixing or conveying concrete aggregates or mortar, and the cleaning of such equipment, parts and/or connections. Where stone or pre-stressed or pre-cast concrete slabs, walls or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections; all mixing, handling, conveying, placing and spreading of grout for any purpose; green cutting of concrete or aggregate in any form, by hand, mechanical means, grindstones or air or water.

(p) The filling and patching of voids, crevices, etc., to correct defects in concrete caused by leakage, bulging, sagging, etc.

(q) The loading, unloading, carrying, distributing and handling of all rods, mesh and material for use in reinforcing concrete construction, to the stockpile and from the stockpile to the point of installation.

(r) All work on interior concrete columns, foundations for engine and machinery beds.

(s) The moving, cleaning, oiling and carrying of all forms to the next point of erection.

(t) The snapping of wall ties and removal of tie rods. Handling, placing and operation of the nozzle, hoses and pots or hoppers on sandblasting or other abrasive cleaning.

(u) The erection, installation and handling of all post-mounted traffic signs, regardless of make of materials; including excavation, backfill, cleanup, placing concrete, installation of posts, braces and panels; installation of delineators arid posts.

(v) The cutting of streets and ways for laying of pipes, cables or conduits for all purposes; digging of trenches, manholes, etc.; the handling and conveying all materials; concreting, backfilling, grading and resurfacing and all other labor connected therewith; the clearing and site preparation as described herein; the cutting or jackhammering of street, roads, sidewalks or aprons by hand or the use of air or other tools; the digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose; the loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and distribution of water mains, gas and all pipe, including placing, setting and removal of skids; the cribbing, driving or sheet piling, lagging and shoring of all ditches, trenches and manholes; the handling, mixing, or pouring of concrete and the backfilling and compacting of all

ditches, resurfacing of roads, streets, etc.; the restoration of lawns and landscaping.

(w) The unloading, sorting, stockpiling, coating, treating, handling, distribution and lowering or raising of all pipe or multiplate; the breaking of concrete, backfilling, tamping, resurfacing and paving of all ditches in preparation for the laying of all pipe; pipe laying, leveling and making of the joint of any pipe used for main or side sewers and storm sewers; all of the laying of clay, terra cotta, ironstone, vitrified concrete or other pipe and the making of joints for main or side sewers and storm sewers and all pipe for drainage; the unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe, including corrugated pipe; the laying of lateral sewer pipe from main sewer or side sewer to building or structure; the laying of lateral sewer pipe from main sewer or side sewer to building or structure; the laying, leveling and making of the joint of all multi-cell conduit or multipurpose pipe; the cutting of holes in walls, footings, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes; digging under streets, roadways, aprons or other paved surfaces or the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces.

(x) The installation of septic tanks, cess-pools and drain fields.

(y) The underpinning, lagging, bracing, propping and shoring, raising and moving of all structures; raising of structure by manual or hydraulic jacks or other methods. Clean-up and backfilling, landscaping old and new site. All work of drilling, jackhammering and blasting; operating all rock and concrete drills; handling, carrying, laying out of hoses, installation

of all temporary lines and handling and laying of all blasting mats; all work in connection with blasting, handling and storing explosives and carrying to the point of blasting, loading holes, setting fuses, making primers and exploding charge; securing of surface with wire mesh and any other materials; setting of necessary bolts and rods to anchor same; high scaling and other rock breaking and removal after blast; handling and laying nets and other safety devices and signaling, flagging, road guarding; serving as signalmen on all construction work defined herein, including traffic control signalmen or flagmen at construction sites.

(z) The clearing, excavation, filling, backfilling, grading and landscaping of all sites for all purposes and all labor connected therewith, including chainmen, rodmen, grade markers, etc.

(aa) Material yards, junk yards, asphalt plants, concrete products plants, cemeteries, landscape nurseries and the cleaning or reconditioning of streets, ways, sewers and water lines and all maintenance work and work of an unskilled and semi-skilled nature, including laborers in shipyards, tank cleaner, ship scalers, boatmen, operation of all grout, concrete, aggregate pumps, all laser operations, all layout, stake out and other means of surveying, shipwright helpers, watchmen, flagmen, guards, security and safety men, toolroom men.

(bb) All drillers, blasters and/or powermen, nippers, signalmen, laborers in quarries, crushed stone yards and gravel and sand pits and other similar plants, *including temporary and portable Batching Plants.*

(cc) The wrecking or dismantling of buildings and all structures. Breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel

structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and unhooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from site of wrecking. All work in salvage or junk yards in connection with cutting, cleaning-up, removal of debris, burning, backfilling and landscaping of the site of wrecked structure.

(dd) Right-of-way clearance as described above, excavation, grading, sub-grading, blasting and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of installation. All burning or otherwise cutting of track. Setting of tie plates, bolting, leveling and gauging of rails and all spiking, whether by hand or mechanical means. Placing and tamping of ballast by hand or mechanical means. Construction and/or relocation of mainlines, shoe flys, sidings, gradings, crossings, relocating of pipes, drainage and culverts connected with same and removal and replacing of all fences.

(ee) Operation of all hand, pneumatic, electric, motor combustion or air-driven tools or equipment necessary for the performance of work herein. Track drills, wagon drills, jumbos, welding machines, pin pullers, scissor cars and all arial manlifts. Tending of all material used in construction, unloading, handling and distributing of all materials, fixtures, furnishings and appliances to the point of erection and installation. Installation of all types of fence, all nursery work (planting of trees, flowers, shrubs, grass etc., and grading involved), all demolition work, burning, welding, rod placement, mesh installation, jackhammering, drilling, blasting, placing of dynamite or other explosive, placing of blasting mats, asbestos

removal, all chemical cleanup, installation of all plaster, concrete, mortar or other aggregate. All drying of aggregates, handling and installation of all precast and precast materials, the aging and curing of concrete mortar and other materials, handling to point of erection of all block and brick. Cleaning of all debris, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structure and cleaning of all debris in construction and building area. The general cleanup, including sweeping, cleaning, washdown and wiping of construction facility, equipment and furnishings and removal and loading of debris, including crates. Washing of all walls, windows; washing, waxing, polishing of all floors or areas. All warehousemen, all sharpening of tools, handling and installation of all pipe (concrete, transite, cast iron, plastic, stainless steel, etc.) Handling and installation of all (water, sewer, oil, gas) lines. All conduit for the telephone companies, all transmission lines. Handling and unloading of all drywall, plaster, or other aggregates. Placing and compacting roadbeds, all tree cutting electrical transmission lines, all soil testing, handling of timber, filling of sandbags, all fireproofing, all waterproofing, handling, conveying and placing of concrete and placing of concrete, asphalt, bituminous concrete, or aggregates for walls, footing, foundations, floors, roads or any other construction. All gunniting, vibrating, whether done by hand or machine. Installation, stripping, handling of all concrete forms. Pouring, finishing of all concrete, installation of manholes, multiplate drop inlets, all paving stones, all house moving, all landscaping, all safety men, first-aid men, all work in salvage, all railroad track work, all right-of-way clearance, excavation for track-work, handling and installation of all track, all ballast, setting of tie plates.

(ff) All tank testing, tank removal, scaling and replacement, removal of all oils, retro filing, testing and labeling for shipping. Drilling, core samples, monitors, bagging and labeling for shipping. Drilling, core samples, monitors, bagging and labeling, all supersuckers, guzzlers, vacuum machines (except maintenance), all high-pressure washing machines under 2 nozzlemen. All nozzlemen on all washing units. All industrial cleaning, all oil spills, installation of all temporary dams. Shoring, piling, sheeting, bridging. Dismantling of railroad cars, and installation of security barriers. Handling of all air, oil and other meters.

(gg) All work in connection with the handling, control, removal abatement, encapsulation or disposal of asbestos, lead and/or toxic waste will be assigned to the members of the Laborers' International Union of North America. The work tasks shall include but not be limited to, the erection, moving, servicing and dismantling of all tools equipment normally used in the handling, control, removal or disposal of asbestos, lead and toxic waste; the bagging, cartoning, crating or otherwise packaging of materials for disposal.

(hh) In addition to the actual removal or encapsulation of hazardous material, all work tasks associated with any and all safety requirements and final clean-up and disposal of such hazardous waste material.

(ii) All sludge removal, containment cleaning and removal of heavy metals, phenols, PCB's paint sludges, methylethyl keystones, penatclorophenols, fuel oils, phenolictars, arsenic bearing waste, solvents, calcium, hydroxides, ferro chrome, silicon alloy, dust and slag. Ferro manganese slag, ferro chrome, dust, all carbon materials, aluminum chlorides, rocket fuel spills, fly ash sand, plastic molds,

solidified clays, waste waters, sewage sludge, peroxides, keetox and oxylite waste, foundry sands, hexachroetrhanes, cooling water, spent catalyst, contaminated soils, lube and hydraulic oils, pickle liquor, lime sludge, mill scale, drummed chemical waste, carbolic acids, iron salts, toluene, cutting oils, vinyl chlorides, trichloroflorometanes, DDT, all organic phosphates, sulfur compounds, all waste from lagoons, offgrade products, carbonfurans, primary inorganics. Thidans, TCP's brine sluge, sewer pumps, all polymer blends, all environmental protection agency classified waste products and all future classified waste products by any Federal or State Regulatory Agency. The containment of, transfer, stockpiling, burning, destruction, changing or neutralizing machines, BIO-GENETIC, or landfilling, operation of all machines and manual work shall be the work of the Laborer.

(jj) Miscellaneous: All such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former national or international unions and as may be hereafter acquired, including all such work and jurisdiction as declared by actions of the executive council of Laborers International Union. The work herein is intended to describe the jurisdiction of Laborers Local 210, and is not intended to exclude any work which is covered by the Laborers International Union or its Charter.

Article III
HIRING

Each Employer shall be free to hire new employees or recall any of its employees provided, however, any such employee shall be required to comply with the provisions of this Agreement with respect to membership in the Union. The Employer shall only hire individuals registered on the

out of work list. By tendering the required registration fee, any individual may be registered on the out of work list, regardless of Union status. The registration fee shall be paid monthly, and shall not exceed the cost of maintaining the out of work list for each individual.

At its option, any Employer may seek referral of employees from the Union office. In such event, the Association recognizes that referrals by the Union will be made in accordance with the provisions of the Job Referral Rules of LIUNA Local 210 and the provisions of Article VI of this Agreement.

Notwithstanding the right and opportunity of Employers to seek employees through the Union, each Employer at its discretion, may choose to hire employees in any other manner.

Article IV
MANAGEMENT RIGHTS

1. The management of the job and the direction of the working force, including but not limited to the right to hire, suspend or discharge for just cause and the right to relieve Employees from duty because of lack of work or other reasons, is vested exclusively in the Employer, subject to the provisions of this Agreement.

2. No limitation shall be placed upon the amount of work which an Employee shall perform during the work day, nor shall there be any restriction against the use of machinery or labor-saving devices.

3. If the Union enters into any Agreement which provides more favorable terms or conditions of employment with an independent employer performing work covered by this Agreement who operated with-

in the geographical boundaries of this Agreement, the Union authorizes the Employer to adopt the *entire agreement which provides the more favorable* terms.

4. Article IV, section 3 does not include Project Labor Agreements.

Article V
PRE-JOB CONFERENCE

There shall be a mandatory pre-job conference. The General Contractor and/or his subcontractors agree to meet with the Union for a pre-job conference prior to the commencement of any work on the subject project.

Article VI
UNION RIGHTS

1. It shall be a condition of employment that all employees of the Employer who perform work covered by this Agreement shall become or remain members in good standing of the Union or shall pay *uniform initiation and agency fees on or after the* eighth (8th) day following the date of execution of this Agreement, or after the eighth (8th) day following the beginning of covered employment. The Union agrees that all employees will be accepted to membership or to its roster of eligible laborers on the same terms and conditions generally applicable to other members or laborers on its roster of eligible laborers and, further, that the Employer will not be

requested to discharge an employee for reasons other than such employee's failure to tender the periodic dues or fees uniformly required.

2. The Employer agrees to discharge, seven days after receiving written notice signed by the Secretary-Treasurer of the Union, any employee listed in the notice as having failed to tender initiation and agency fees uniformly required, provided that said written notice is also given to the employee and that the employee has not paid the required initiation and agency fees within seven (7) days after receipt of the written notice. The Union shall indemnify and hold the Employer harmless for any financial liability arising from the Employer's compliance with such notice.

3. (a) When an Employer requests Laborers from the Union, they shall be dispatched in accordance with Local 210's Hiring Hall rules. The Union shall maintain an out-of-work registration list ("out-of-work list") for all qualified applicants who are out of work, in the order in which such individuals register with the Local 210 Hiring Hall. An applicant shall be qualified, and thus eligible for employment, only if that applicant (1) has not been previously discharged for cause or rejected in writing by the Employer; and (2) has all current documentation, licenses or certificates required to be eligible to work or to perform the work that is the subject of the Employer's request to the Union. The Union agrees to keep the documentation, licenses or certificates on file and to provide copies to the Employer upon request. The Union will make its best efforts to validate such documentation, licenses or certificates, but does not warrant their validity or relieve the Employer of its responsibility to verify the information provided.

(b) The Union shall fill Employer referral requests and dispatch to the Employers qualified employee

applicants in order of their registration on the out-of-work list. All employees hired by the Employer to perform work covered by this Agreement shall be listed on the roster of eligible laborers. The roster of eligible laborers maintained by the Union shall be based upon one or more of the following elements: length of unemployment, seniority, ability, residence in the geographic area covered by this Agreement for a period of two years prior to the date of hire, work as a laborer in the building and construction trades for a period of two years prior to the date of hire, prior work for the requesting Employer, and availability.

(c) Whenever the Union fills an Employer's request for employees, either by referral from the Union or by request by name from the Employer, the Union shall provide to the Employer written notification, to be sent to the Employer by facsimile, stating each employee's name and work classification, and the start time, date, and location of the job to which each employee has been dispatched.

(d) Each applicant referred to an Employer shall be given a written dispatch slip by the Union confirming his or her dispatch to the Employer, his or her work classification, and the specific request the dispatched applicant is filling. All employees performing work covered by this Agreement hired by the Employer shall be listed on the out-of-work list. The Union shall not knowingly refer or dispatch any employee then currently employed by any other Employer working under an Agreement with the Union.

(e) The Employer has the right to refer employees to the Union to be added to the out-of-work list.

(f) The job referral system set forth in this Article will be operated in a nondiscriminatory manner in

full compliance with Federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting training, will be operated to facilitate the ability of the Employers to meet any and all equal employment opportunity/affirmative action obligations imposed by state/federal law.

4. It is agreed that on all jobs in excess of three (3) days in duration the Union Business Manager shall appoint a working Job Steward. On projects with five or fewer laborers, the Union shall select a working Job Steward from the employees on the project that are certified Job Stewards. On jobs where there is no certified Job Steward or more than five laborers, the Steward shall be the second employee hired and the last worker laid-off on the project. The Laborers' Steward will be employed at all times that any laborers are employed by the General Contractor on the project and will be paid for all time lost due to not having been notified by the Employer or the Employer's agent to report to work. He or she will be allowed sufficient time to perform his or her duties and will not be discharged, laid off, or transferred except for just cause. In the event that the Job Steward is discharged, laid off or transferred for just cause, he or she may grieve the discharge, layoff or transfer pursuant to the Grievance and Arbitration Procedure of this Agreement. In the event that an arbitrator's award finds that there was not just cause for the discharge, layoff, or transfer, the Job Steward shall be entitled to back pay for all time lost. The Union shall have the right to remove or replace any Job Steward at any time. The Job Steward is a working steward and shall not use his or her position as Job Steward to avoid performance of his or her duties as an employee.

5. In the event a subcontractor is performing work on a project during a regularly scheduled shift, and the General Contractor does not have any employees on the job, a Job Steward shall be appointed by the Union for the subcontractor, in accordance with the provisions set forth in Section 4 above. This shall not apply to overtime work performed by a subcontractor when a general contractor is not present on a jobsite.

6. All Job Stewards must be certified by the Union before they may serve in this capacity. The requirements for certification will be established and maintained by the Union, in writing, a copy of which certification shall be provided to the Association.

7. The working Job Steward is not authorized to add to or subtract from the terms of the Agreement or interpret the Agreement or take any other action which may cause the Agreement to be in violation of any federal/state laws or regulations.

8. Authorized representatives of the Union shall be allowed to visit jobs during working hours to communicate with the Employer and the employees but in no way shall such person or persons interfere with or hinder the progress of the work.

9. (a) Employees injured at work shall be paid for the time spent going to the doctor's office for treatment at the time of injury. If the doctor certifies in writing that the employee is unable to return to work that day, the injured employee shall be paid for the balance of that working day.

   (b) The injured employee shall be allowed four (4) hours' time from work for additional visits to the doctor for injuries sustained while in the Employer's service without loss of pay. It shall be understood, however, that such visits during working hours shall

be made only when no other arrangements can be made and an affidavit is received from the doctor stating the necessity for each visit.

(c) The injured workman shall, if at all possible, be given preference to any light work, if the same is available, that may be performed on the job provided, however, that he is still in the employ of the Employer where the injury occurred and the doctor certifies in writing that the employee can do the work to which he is to be assigned.

Article VII
WORKING CONDITIONS

1. Tools, boots, gloves, rain gear, respirator and other safety gear or implements, other than those customarily furnished by Employees, shall be supplied by the Employer. Wearing apparel and/or safety gear upon issue to Employees, the Employees will then be responsible for turning in such equipment. When replacement of wearing apparel and/or safety gear is necessary through negligence, a fair charge upon the Employee will be made. A suitable ventilated and heated shelter house shall be supplied by the Employer in which Employees can partake of their lunch and hang their clothing. Said shelter house to be provided with a substantial lock, the key to which shall be in the custody of the Job Steward. Such tools and clothing during working hours shall be deemed to be in the care of the Employee and shall not be the responsibility of the Employer as to burglary. In case of fire on the job, the Employer shall be held responsible for the loss of the Employee's tools or clothing lost in such fire and shall replace them in kind. If an Employee's tools or clothing are stolen from the above-mentioned suitable place, outside of working hours, the Employer shall replace them in kind. Any

claim for loss from fire or burglary must be made to the Employer by the Employee not later than seventy-two (72) hours after such alleged loss and in no case shall claim be made for less than $25.00. Claims must be itemized and notarized by the claimant.

2. Unless otherwise provided for, by arrangement between the Employer and the Union, Employees shall be paid weekly by check on the Employer's normal pay day. The Employer agrees to pay the Union a penalty of $40 per Employee each week the Employee is not paid as provided herein. An exception to the penalty provided for herein will be made when the delay has been due to conditions beyond the control of the Employer or through fault of the Employee.

3. If an employee is discharged or released from employment by the Employer (or his representative), he shall be paid, on the next normal payday as set forth in section 2 above, subject to the penalty for late payment. If an Employee who has not been otherwise notified reports for work and is released before performing any work, he shall be paid two (2) hours' pay. No employee may be discharged except for just cause. Upon request by the Employee or the Union, the Employer shall inform the Employee in writing as to the specific reason for discharge.

4. When five (5) or more Employees are employed on a job site, a Foreman shall be employed. Additional Foreman on a job site shall be at the option of the Employer. The rate of the Foreman will be $1.00 per hour above the Laborer and a General Foreman, if employed, shall be paid 10% more than a Foreman, but this shall not restrict the right of the Employer from paying above this rate. The Employer shall have the option of selecting his own Foreman, provided, however, that the Foreman shall be hired

under the provisions of Article III. The Employer may request the Union to refer a prospective Foreman. In the event an Employer makes such a request, the Union shall dispatch in accordance with its referral rules for Shop Stewards.

5. A Foreman or General Foreman, when employed, will be paid on the basis of actual hours worked. It is understood and agreed that such Foreman will be required to stay on the job for the full time he is being paid, and it is also agreed that the pay of the Foreman will stop at the termination of the specific job at which he/she is working. When a Labor Foreman is employed, the assignment of employment shall be by the Labor Foreman.

6. It shall not be a violation of this Agreement for Employees to refuse to cross a picket line to perform work in any instance when the picket line has been established by a Building Trades Union. Neither shall it be a violation for Employees to refuse to cross a picket line which is established and maintained by a labor organization other than the Building Trades and over which the Trades have no control.

7. As soon as reasonably possible after the execution of this Agreement, each Employer shall supply the following to the Association in a form adequate to be inspected upon request by the representatives of the Union. In addition, if there should be any changes regarding the same, information regarding such changes shall be given to the Association as soon as it is reasonably possible after the change, as follows:

   Proof that the Employer has secured adequate Worker's Compensation Coverage.

   The identification number issued by the State of New York for Unemployment Insurance Compensation,

and the necessary information indicating that such Employer either has an adequate policy for sickness and disability coverage under New York State Law, or has received permission from the State of New York to be self-insured.

8. All payroll deductions and a record of hours of work shall be itemized on a detachable check or payroll envelope stub to be retained as a receipt by the Employee.

9. A swing stage or swing scaffold, including rolling scaffold suspended from bridge railings, is to be considered a scaffold suspended by means of ropes or cables from hooks placed over parapet walls or windows, etc., and on which Employees work, such as used by painters, bricklayers, and cement masons cleaning down buildings, repairing concrete walls above grade, etc. Employees employed on swing scaffolds will be paid that rate for the full eight (8) hours when the Employees are employed by the Employer for the full day. Employees working on a hanging scaffold beneath the main platform on slip-form work shall be considered as working on a swing scaffold.

10. The increment calling for over 8 feet in depth shall be paid when a point is reached 8 feet below grade in trenches or 8 feet below the grade line in any basement up to 10 feet in depth making a total depth of 18 feet below the grade. In case of grade crossings, it shall be 8 feet below the grade of the new road previously excavated to grade.

11. When an Employee is eligible under the New York State Statues, and either the insurance company or the state fund fails to pay him his benefits within four (4) weeks, the most recent Employer shall pay and the Employee shall execute an assignment of his

benefit entitlement to that Employer The Union agrees guarantee reimbursement to that Employer of any duplicated benefit payments.

12. Special conditions relating to blast furnace chimney building and coke ovens. A pre-job conference must be held at least a week before the starting of such jobs in relation to working conditions, starting and quitting time, transportation, parking and wash-up time and any other conditions of employment.

Article VIII
HOURS OF WORK AND HOLIDAYS

1. The following legal holidays shall be observed: New Year's Day, Decoration Day, July 4, Labor Day, Thanksgiving Day and Christmas Day.

2. (a) Forty hours shall constitute the normal week's work. The normal week's work shall be Monday through Friday. Eight hours shall constitute a normal day's work regardless of the agreed-on working hours of any other craft. Starting time shall be 8:00 a.m. and quitting time 4:30 p.m with the exception of mortar mixer, whose regular hours shall be from 7:30 a.m. to 4:00 p.m. The regular paid lunch period should be from 12:00 noon to 12:30 p.m.

   (b) Notwithstanding the provisions of 2(a), the Employer has the right to flex starting time between 6:00 and 8:00 a.m. for the duration of work on job-site on notice to the Union Business Manager or his designee, and with permission of said Business Manager or designee, which shall not be unreasonably withheld.

3. (a) In the event all the basic trades employed on the same jobsite adopt and implement a flex lunch period, a makeup day and four ten-hour day sched-

ule, the Employer shall have the right to implement the same for laborers at that jobsite, as follows:

(i) The Employer may institute a floating lunch period to be scheduled between 11:30 a.m. and 1:30 p.m., with no overtime pay for such floating lunch period. However, if a lunch period is not scheduled between 11:30 a.m. and 1:30 p.m. the Employer will provide a lunch period of at least one-half hour with pay after 1:30 p.m. at the overtime rate.

(ii) Where the Employer has scheduled four ten-hour days on Monday, Tuesday, Wednesday and Thursday, but there is a necessity for a makeup day because of inclement weather only, then the Employer may designate Friday as the make-up day at straight-time rate.

(iii) Where the Employer has designated four ten hour days on Tuesday, Wednesday, Thursday and Friday and there is a need for a makeup day because of inclement weather, then the Employer may designate Saturday as the makeup day.

4. During overtime work which extends beyond 7:00 p.m., the Employer will provide a thirty-minute lunch period with pay at 6:00 p.m.

5. Time and one-half shall be paid for all overtime over forty hours in a work week. Time and one-half shall be paid over eight hours on any day, except during the designated four ten-hour days provided, however, that on a Saturday makeup day, on such schedule time and one-half shall be paid for the entire Saturday hours. Double time shall be paid for all work performed on the holidays provided for in 1 above. When a holiday falls on Sunday, both parties recognize as the holiday the day on which it is legally celebrated. All work performed on Saturdays or Sundays shall be at time and one-half. During any

overtime, fringe benefits shall be paid for at the straight-time rate.

6. The Employer may schedule shift work or four ten-hour days provided, however, that notice is given to the Union Business Manager or his/her designee.

7. (a) If shift work is scheduled, the day shift shall be from 8:00 a.m. to 4:30 p.m., the second shift shall be from 4:30 p.m. to 12:00 midnight and if a third shift is necessary, it shall be scheduled from 12:00 midnight to 7:00 a.m. A lunch period of at least thirty minutes shall be provided during each shift during approximately the middle of each shift. Shifts may be scheduled from 8:00 a.m. Monday to 7:30 a.m. Saturday.

   Each shift shall be at the regular rate of pay, provided, however, eight hours pay will be paid for all work on each shift. On second and third shift work, fringe benefits shall be contributed on an hours-paid basis for the first eight hours.

   No Employee shall be scheduled to work more than one shift during a calendar 24-hour period, however, an Employee may be assigned overtime directly before or directly after this shift, and provided, further, if assigned Employees fail to show up for work on any one of the shifts, then the Employer in such emergency shall be permitted to work the same number of Employees as the number who failed to show up for work for more than one shift.

   (b) Where the Employer's customer mandates conditions which limit the Employer with respect to the hours during which services may be rendered, then special work time provisions may be arranged between the Employer and the Union Business Manager or his designee.

8. When an Employee is ordered out or recalled for work at the request of the Employer, he shall be either put to work or shall be guaranteed two hours' pay except in the case of inclement weather where the Employee will be paid in accordance with Article VII, Section 9, of this agreement and in the case of discharge for just cause, the Employee shall receive two hours' pay.

9. (a) The following provisions are agreed to in order to implement the purpose and objective of the parties to prevent unnecessary and avoidable delays in construction, to promote productivity in the industry and, as far as possible, to provide continuous employment with labor and economic gains to the Employees as a result.

   (b) When any Employee reports to the job as directed by the Employer and begins to perform services, and thereafter during any period of inclement weather on that job during the balance of the shift, he is directed to stop performing services because of the inclement weather, then such Employee shall not be sent home but he shall be required to remain on the jobsite for a period of up to two hours during which time he shall be paid. This two-hour period during which he shall be required to remain on the jobsite may be allocated in one-half hour portions or multiples thereof. At the end of any such two-hour period or the half-hour portions thereof; if the weather is then suitable to work, then he shall be returned to the performances of work on that job. If at the end of those two hours work has resumed but later encounters inclement weather, the Employee shall remain on the job and be paid for an additional two hours. If after this two-hour period work again resumes, he shall be paid for his actual hours worked over and above the four hours of inclement weather pay, except as provided below.

(c) When an Employee reports to the job at designated starting time and is not put to work, he shall be paid for all waiting time thereafter.

(d) No Employee shall be sent home from any job where the Employee is servicing persons in another trade, where such other persons are not also sent home. Any Employee servicing another trade, who, due to inclement weather, is moved to another assignment not exposed to the inclement weather will be guaranteed eight hours' pay for that day.

(e) An Employee reporting, as directed, to the job prior to starting time and due to inclement weather cannot start work, shall be paid up to the starting time at the regular overtime rate.

10. The Job Superintendent, or his representative and the Steward, shall have the complete authority to determine whether or not conditions are so hazardous as to be injurious to the Employees health and safety. If the Superintendent and Steward cannot come to any agreement, then they will contact the Union Business Manager or his designee who shall decide whether or not such conditions exist.

11. All time worked directly before the beginning of a scheduled shift will be at the one and one-half time rate.

12. With respect to any project that is 100% Federally funded, awarded by a Federal Agency, the payment of overtime after (8) hours will not apply. Overtime will only be required to be paid after forty (40) hours.

Article IX
FRINGE BENEFIT FUNDS

1. (a) The Employer shall pay monthly to the Trustees of the Laborers' Local 210 Welfare Fund the hourly rate specified in this Agreement for all hours worked by employees covered by this Agreement, for the purpose of providing benefits for death, accident, health, medical and surgical care, hospitalization and such other forms of group benefits for employees covered by this Agreement, their spouses, and their eligible children, as the Trustees in their sole and absolute discretion, determine. It is the intention of the parties that no such contributions shall be required on the premium portion of wages, i.e. contributions shall be based upon hours worked and not upon wages paid. On second and third shift work, fringe benefits shall be contributed on an hours-paid basis for the first eight hours.

   (b) Welfare coverage shall also be provided for all eligible employees of the Union and Fringe Benefit Funds, provided contributions are made to the Funds by their employers on their behalf.

2. (a) The Employer shall pay monthly to the Trustees of the Laborers' Local 210 Pension Fund the hourly rate specified in this Agreement for all hours worked by employees covered by this Agreement. Contributions to the Pension Funds shall be utilized for the purpose of providing pension and other benefits for the eligible employees covered by this Agreement as the Trustees may, in their sole and absolute discretion, determine. It is the intention of the parties that no contributions shall be required on the premium portion of wages. On second and third shift work, fringe benefits shall be contributed on an hours-paid basis for the first eight hours.

(b) Pension coverage shall also be provided for all eligible employees of the Union and the Fringe Benefit Funds provided contributions are made to the Funds by their employers on their behalf in amounts no less than are paid by Employers covered by this Agreement.

3. The Employer shall pay monthly to the Trustees of the Laborers' Local 210 Education & Training Fund the hourly rate specified in this Agreement for all hours worked by employees covered by the Agreement for the purpose of providing education and training in the various trades covered by the Agreement. It is the intention of the parties that no such contributions shall be required on the premium portion of wages. On second and third shift work, fringe benefits shall be contributed on an hours-paid basis for the first eight hours.

4. The Employer shall pay monthly to the Trustees of the Laborers' Local 210 Supplemental Unemployment Benefit Fund the hourly rate specified in this Agreement for all hours worked by employees covered by this Agreement. Contributions to the Supplemental Unemployment Funds shall be utilized for the purpose of providing benefits to eligible employees in the event of unemployment. It is the intention of the parties that no such contributions shall be required on the premium portion of wages. On second and third shift work, fringe benefits shall be contributed on an hours-paid basis for the first eight hours.

5. The Employer shall pay monthly to the Trustees of the Laborers' Local 210 Annuity Fund the hourly rate specified in this Agreement for all hours worked by employees covered by this Agreement. Contributions to the Annuity Fund shall be utilized for the purpose of providing annuity benefits to eligible

employees. It is the intention of the parties that no such contributions shall be required on the premium portion of wages. On second and third shift work, fringe benefits shall be contributed on an hours-paid basis for the first eight hours.

6. The Union has the right to allocate and/or reallocation any portion of the foregoing increases to any of the fringe benefit funds, as well as the right to reallocate any of the amounts currently allocated to wages or to the fringe benefit funds, upon thirty (30) days notice to the Association, with the Association's approval, which shall not be unreasonably withheld.

7. The Employers authorize the Association to designate the Employer Trustees under each Fund referred to herein, waiving all notice thereof, and authorize and/or ratify all actions already taken or to be taken by such Trustees within the scope of their authority.

8. The Employer agrees to contribute the amount per hour set forth in this Article only for each actual hour worked. On second and third shift work fringe benefits shall be contributed on an hours-paid basis for the first eight hours.

9. (a) If the Employer is found to be delinquent in the payment of fringe benefit contributions to the Funds, the Employer shall pay, in addition to the delinquent fringe benefit contributions, interest on the unpaid amounts from the day due until the date of payment at the rate of 10% per annum. If the funds bring an action to recover the interest on delinquent fringe benefit contributions, the Employer is obligated to pay the reasonable costs and attorneys' fees incurred in bringing said action.

   (b) In the event that formal proceedings are instituted before a Court of competent jurisdiction to collect delinquent contributions and a Court renders a judgment in favor of the Funds, the Employer shall pay to

the Funds (i) the unpaid contributions; (ii) interest on unpaid contributions at the rate of 10% per annum; (iii) interest on the unpaid contributions as and for liquidated damages; (iv) reasonable attorneys' fees; and (v) such other legal or equitable relief as the Court deems appropriate.

(c) The Employer agrees that in the event payment to the Funds by check results in the check being returned without payment, the Employer shall pay $250.00 to the Funds. The Funds do not waive any right to any other liquidated damages to which they may be entitled.

10. Any Employer which does not remain a member of the Association during the term of this contract shall supply the Union with a bond through a bonding company licensed to do business in the State of New York in the amount of Twenty-Five Thousand dollars ($25,000) guaranteeing payment of all fringe benefit contributions required by this Article of the Agreement.

11. (a) Notwithstanding other provisions of this Agreement regarding the Union's right to strike, the Union may withdraw Laborers from any job to enforce payment of wages or of contributions to the Fringe Benefit Funds, to enforce the requirement that Union dues be deducted from the wages of Laborers, or to enforce payment to the Union of Union dues already deducted from the wages of Laborers. The Union must provide 72 hours notice of its intention to remove Laborers from a job to the Employer by registered or certified mail.

(b) Each employer shall furnish the Trustees of the respective funds with periodic reports as required by the Fund showing the names, social security numbers, hours worked and job location for each employee performing work covered by this Agreement.

(c) In the event that no workers are employed during a report period, a negative report and/or a final report shall be filed.

(d) Monthly reports are due the 15th day of the month following the month on which contributions are being made.

12. (a) The Employer shall make available at reasonable times for inspection and audit by the Funds' accountant, the following books and records: payrolls, W-2 forms, time sheets, canceled payroll checks, 1099 forms, payroll tax deductions, and evidence of unemployment insurance contributions. The Employer shall also make available those parts of the general ledger or cash disbursement ledger that pertain to payroll of bargaining unit employees. The employer shall retain the above books and records for a minimum period of six years. Under no circumstances shall the Employer be obligated to make available for inspection, any information related to officer's compensation, to the extent not provided herein.

The audit shall be limited to verifying payments made to and/or due the Funds. In the event that confidential information, unrelated to the purpose of the audit is revealed during the inspection and audit, such information shall not be disclosed by the Funds' accountant to the Funds or anyone else except as may be required by law. The Employer may require the CPA to sign a confidentiality agreement before the commencement of the inspection and audit in a form acceptable to the Funds' accountant. The Funds shall bear the cost of the inspection and audit, except where the audit discloses a delinquency in excess of 10% of the prior year's contribution, or $2000, whichever is greater.

(b) In the event the Employer fails to produce the books and records necessary for an audit, the

Employer agrees to pay a penalty of $400 per day. Nothing herein shall mean that the Funds relinquish their right to commence legal proceedings to compel an examination of the Employer's books and records for audit. In the event the Funds bring an action to obtain an audit of the Employer's books and records, the Employer shall be obligated to pay the reasonable costs and attorneys' fees incurred in bringing said action.

13. The parties to this Agreement recognize that the skills of the laborer constitute an apprenticeable trade. Whereas the NYS Department of Labor has approved apprentice standards for laborers, it is understood and agreed that the parties to this Agreement will implement, by mutual agreement, an approved Laborers Apprentice Training program.

Article X
WAGES AND CLASSIFICATIONS AND FRINGE BENEFITS

1. Effective July 1, 2002, the base rate of wages to be paid a Laborer, in accordance with the following schedule, shall be $20.93 per hour, in addition to the required fringe benefits.

   Effective July 1, 2003, the Laborers gross hourly rate shall be increased by $1.25.

   Effective July 1, 2004, the Laborers gross hourly rate shall be increased by $1.25.

   Effective July 1, 2005, the Laborers gross hourly rate shall be increased by $1.30.

   Effective July 1, 2006, the Laborers gross hourly rate shall be increased by $1.30.

Class A: (Basic Rate)

Safety Man; Watchman; Flagman; Security & Safety Man; Tool Room Man; Nurseryman; Demolition Worker; Top Man; Wrecker; IBC barriers except on Structures; Guard Rail; Asphalt Shovelers Foundation Laborers over 8 ft. in depth; Hod Carriers, Plaster Tender; Plaster Scaffold Builder; Pneumatic Gas; Electric Tool Operator, including all forms of Busters, Jackhammers & Chipping Guns; Steel Burners

Class B: $ .17 (Above Basic Rate)

Mortar Mixer; Asphalt Smoothers; Pneumatic Gas, Electric Tool Operator including all forms of Busters, Jackhammers and Chipping Guns over 8 ft. in depth

Class C: $ .28 (Above Basic Rate)

Worker on any Swing Scaffold; Blaster Plumbing Laborers; Wagon Drill Operator; Bottoman (Caisson or Cofferdam); Laser Setter; Asphalt Rakers; Asphalt Screed Man

Class D: $ .75 (Above Basic Rate)

Stone Cutter; Curb Setter, Flag Layers

Class E: $1.00 (Above Basic Rate)

Asbestos Removal; Deleader

Class F: $2.00 (Above Basic Rate)

Hazardous Waste Worker

2. Effective July 1, 2002, the Employer, in addition, shall contribute $3.96 per hour to the Pension Fund, $1.00 per hour to the Annuity Fund and $.58 per hour to the Training Fund and $.10 per hour to the Laborer Employers Cooperation and Education Trust (LECET) and $5.96 to the Buffalo Laborers Health and Welfare Fund.

3. During the term of this Agreement, the Employer shall deduct 6%, plus any additional sum per hour hereafter specified by the Union, as dues from the wages of all Laborers who authorize such deduction in writing and then promptly pay over such sums to the Union not later than one month after said deduction. The sum transmitted shall be accompanied by a statement, in a form specified by the Union, reporting the name of each person whose working dues check-offs are being paid and the number of hours each Laborer has been paid.

4. During the term of this Agreement, the Employer shall deduct and transmit to the New York Laborers' Political Action Committee ("NYLPAC") $.10 per hour, plus any additional sum per hour hereafter specified by the Union, from the wages of those employees who have voluntarily authorized such contributions on the forms provided for that purpose by the Union. These transmittals shall occur periodically, and shall be accompanied by a list of the names of those employees for whom such deductions have been made, and the amount deducted for each such employee.

5. No Employer shall be required to pay more than the prevailing wage rate/fringes specified under federal, state or municipal specifications.

Article XI
SUBCONTRACTING

1. An Employer, who is a party to and/or is bound by the terms of this Agreement, shall not subcontract work covered by this Agreement to a firm, person or group where such firm, person or group is not a party to or bound by this Agreement when the subcon-

tracted work begins. Whenever a subcontractor is engaged, not later than three (3) days before the subcontracted work begins, the Employer will notify the Union, in writing, of such subcontracting, including the following information:

(a) The precise name and business address of the subcontractor.

(b) The location of the job site where the work is to be performed.

(c) The approximate time that the work subcontracted is expected to be commenced.

2. In order to protect the wages, hours and working conditions established by the Agreement, to preserve job opportunities of the Employees covered by this Agreement, the parties hereby agree as follows:

(a) It is hereby agreed that the prime or General Contractor must stipulate in all of its subcontracting agreements that all Subcontractors engaged by him will accept all the conditions as are contained in this Agreement on construction work job site.

(b) Further, it is understood that relative to all work, whether it be accomplished by the General Contractor or Subcontractor, that all assignments of work shall be in strict accordance with the provisions of Article XIII of this Agreement.

Article XII
GRIEVANCE AND ARBITRATION

1. The parties hereto agree that if any dispute arises as to any of the terms of this Agreement during the life of same, other than disputes regarding the Employer's fringe benefit contributions, dues check-off, wage, and NYLPAC obligations, or except as

otherwise provided in this agreement, there shall be no cessation, stoppage of work or lockout for any reason *whatsoever, but such matters in controversy* or dispute, if any, shall be handled as follows:

(a) If in the event the controversy cannot be settled by the Business Agent and the Employer, then the matter shall be turned over immediately to an Arbitration Committee constituted as follows:

(b) Either the Union or the Employer involved may submit the dispute to the Arbitration Committee provided for in (c) below, which Committee shall meet and endeavor to adjust and resolve the dispute within twenty-four (24) hours of the time of submission unless the time be extended by mutual consent. All parties shall be notified of any meetings of the Arbitration Committee and the decisions, if any, shall be made on the date or dates of the meeting or meetings.

(c) The Arbitration Committee shall consist of four (4) members: The Executive Vice President of the Association and the Chairman of the Negotiation Committee or their designated alternates and two designated representatives of the Union. Should the Arbitration Committee fail to arrive at a majority decision, the Committee will then be required to immediately (within twenty-four (24) hours or such later time as may be agreed by the parties in writing) certify the question or questions in dispute to an agreed-upon arbitrator who will render his decision as promptly as possible, the decision may be rendered orally, in the Arbitrator's discretion, and become, binding immediately, to be followed thereafter by a written memorandum or written order, depending on the circumstances, sufficient to comply with the requirements of applicable federal and state law. In the event that the parties cannot agree upon

an arbitrator, the matter shall be referred to the American Arbitration Association (AAA) for the selection of an arbitrator pursuant to the AAA's Voluntary Labor Arbitration Rules. The decision of the arbitrator shall be final and binding on all parties.

2. If the Employer or the Union fails to comply with this procedure and/or fails to comply with the award of the Arbitration Committee or the Arbitrator, then when the Employer is at fault, the union shall be relieved from its no cessation or stoppage of work obligations, except for violation of Article XIII. In case of an award directing the offending party to do something or to refrain from doing something, the offending party shall have forty-eight (48) hours following the rendering of the award to comply with the same.

3. When any dispute involving a violation of Article III is decided by the Arbitration Committee or an arbitrator against the Employee, or Employees involved, the Arbitration Committee and/or the arbitrator is authorized and directed to award damages for violation thereof both to the Employer or Employees who may have been damaged as a result of the violation and to the Union itself.

4. The majority decisions and order of the Arbitration Committee, and the decision of the arbitrator shall be final and binding.

5. All costs associated with the arbitration of a dispute pursuant to this Article shall be born by the party against whom the disputes was resolved.

6. The failure of any party to appear at the hearing of the Arbitration Committee or the Arbitrator shall not be cause for delay or postponement and the Arbitration Committee or the Arbitrator shall proceed just as though the absent party were present.

7. Disputes of jurisdictional nature shall not be subject to this grievance and arbitration procedure.

Article XIII
JURISDICTIONAL DISPUTES

1. The Association and the Laborers expressly agree that the Contractors, present and future, who comprise the multi-employer bargaining group, do not subscribe to, are not a part of nor are they to any extent bound by the Impartial Board for Settlement of Jurisdictional Disputes or the rules, regulation or procedures of the Impartial Board for Settlement of Jurisdictional Disputes.

2. The Association and the Laborers, upon mutual agreement, may participate in and/or negotiate an orderly procedure for handling of jurisdictional disputes.

3. Employees will be hired and assigned by the Contractor to perform traditional Laborers' work operations with the Contractor as in the past.

4. There shall be no stoppage of work arising out of any jurisdictional dispute.

5. The resolution of any jurisdictional dispute between the Association and the Laborers shall not increase the number of Employees on the work involved.

6. Should a Contractor bound by this Agreement and the Laborers be parties to a 10(k) proceeding with the National Labor Relations Board, then compliance with any final decision of such Board shall not in any way constitute a breach of the Agreement. Any liability to the Contractor who fails to comply would commence from the date of service of the final 10(k) award by the Board.

7. The Association and its member Contractors will not allow themselves to be coerced into making a job assignment which would be inconsistent with the spirit of this Agreement.

Article XIV
QUALIFYING INTENT

1. It is further agreed by and between the parties hereto that if any Federal or State agency or court shall at any time decide that any clause or clauses of this Agreement is or are void or illegal, such decisions shall not invalidate the other portions of this Agreement, but such clause or clauses shall be stricken out and the remaining portion of this Agreement shall be considered binding between the parties hereto.

2. If such provision be held inoperative, then the parties agree to bargain collectively concerning a substitute thereof.

3. This written Agreement supersedes and cancels all previous Agreements, verbal or written between the parties.

Article XV
CONSTRUCTION INDUSTRY FUND

1. Each Employer shall on or before the fifteenth (15th) day following the end of each calendar month, pay the Association eighteen cents ($ 0.18) cents per hour for each hour worked during said calendar month to all Employees covered by this Agreement.

   Maintenance and International Employers who do not submit contribution to the Construction Industry Fund are required to submit eighteen cents ($0.18) per man hour to the Training Fund. Simultaneously

with making a payment of this contribution, the Employer shall also file a written report with the Association setting forth:

(a) The names and Social Security numbers of the Employees covered by the Agreement who have been in the employ of the Employer during such calendar month.

(b) The number of hours worked by each Employee during such calendar month.

Forms for making the above-required reports, as provided for in this Article, will be combined with con*tribution forms for the Trust Fund provided for in* Article VIII and shall be furnished to all Employees by the Association. Such contributions, however, shall be sent directly to the Association

2. The Construction Industry Fund is supported completely by Employer contributions to meet costs and expenses of the Association in connection with various activities and programs including, but not limited to:

(a) The negotiation and administration of the Collective Bargaining Agreements with Building Trade Unions with which the Association is in contractual relationship.

(b) The representation of ERISA-covered trust funds.

(c) The establishment and the administration of Apprenticeship Training Programs, Retraining Programs, Educational Programs and Safety *Programs, and other program which will benefit both* the Employees and the Employers covered by the Agreement.

3. (a) Where a Subcontractor, not a member of the Association and not in contractual relationship with

the Union, is awarded work on a job by the Prime or General Contractor and as a consequence commences work on such job the General Contractor, if requested by the Union, shall be required to remove such Subcontractor from the job. In lieu, however, of such removal the General Contractor will accept full liability for the Subcontractor's contributions into the Benefit Funds, the Construction Industry Fund and the dues and payroll savings deductions from wages as prescribed by the contract.

(b) The Prime or General Contractor, if he engages or continues to engage such defaulting Employer as a Subcontractor, shall accept fully the responsibility for the payment of contributions to the Benefit Funds, the Construction Industry Fund and the Union dues and savings plan deductions from wages as are described in the contract for the period that such Subcontractor is employed by the Prime or General Contractor.

(c) Should the defaulting Employer be engaged by a Prime or General Contractor as a Subcontractor after the effective date of the declaration of default, the Prime or General Contractor shall be financially responsible for the payments by said Subcontractor's payments of all dues and savings plan deductions from wages as are described in the contract for the period that such Subcontractor is employed by the Prime or General Contractor.

4. (a) Anything herein contained to the contrary notwithstanding, there is specifically excluded from the purposes of the Construction Industry Fund the right to use any of its funds for lobbying in support of anti-labor legislation and/or to subsidized Contractors during periods of work stoppages or strikes.

(b) The Executive Board of the Association, in accordance with its By-Laws, shall be the sole administrator to the Construction Industry Fund.

(c) Contributions to the Construction Industry Fund shall be made effective the date of the commencement of this Agreement and shall continue during the life of this Agreement.

Article XVI
DRUG TESTING

1. The Employer may elect to implement a pre-employment, illegal drug screening program. The Employer *will notify the Union, in writing, prior to implement*ing a pre-employment illegal drug testing policy, of the rules by which the program will operate. The Employer will operate the pre-employment illegal drug screening program strictly in compliance with the rules it promulgates. Any changes in these rules will be provided to the Union thirty (30) days in advance of the effective date.

2. "Illegal drug" as used in this Article of the Agreement includes only the following five (5) drugs or drug classes: marijuana, cocaine, opiates, phen*cyclidine (PCP), and amphetamines (including* methamphetamines). The Employer may only test for illegal drugs. If the Employer tests for anything other than illegal drugs as defined by this Article, the Employer will be liable for such action to the full extent of the law.

3. If an Employer establishes a pre-employment illegal drug testing policy pursuant to this Article of the Agreement, the Employer must provide each applicant with written information, prior to administering the illegal drug test, regarding the impact of drug use

on job performance. Additionally, the Employer must provide the applicant with written notice, prior to administering the illegal drug test, of the manner in which the test is conducted, the reliability of the test performed, what the test can determine, and the consequences of testing positive for illegal drug use. The applicant shall acknowledge in writing that he or she received the required notice and information. Applicants who request a second test are liable for the cost of the second illegal drug or analysis or re-analysis test if requested unless the second test is negative, in which case the Employer shall reimburse the applicant for the cost of the test.

4. If an Employer establishes either a pre-employment or post-employment illegal drug testing policy pursuant to this Article of the Agreement, the Employer shall make every reasonable effort to safeguard the privacy of each applicant or employee. All testing shall be performed by a laboratory that is licensed, inspected and in good standing with New York State. The laboratory shall confirm its suspected positive results with a scientifically accepted method, retain all positive samples for a minimum of ninety days, secure its sample against any reasonable possibility of tampering, participate in an outside proficiency testing program to monitor its quality performance, and be willing to defend its procedures with expert testimony.

5. To the extent that an Employer is required by Federal, State or Local laws, rules and/or regulations to subject its employees to illegal drug testing, the Union agrees to permit illegal drug testing of employees in compliance with the relevant law or regulation. Under no other circumstances shall any form of drug testing of employees be permitted. The Employer agrees that it will not subject any employee to illegal drug testing without first notifying the

Union of the existence and terms of the Federal, State or Local laws, rules and/or regulations requiring such testing and providing the Union with a copy of the applicable provisions of said laws, rules and/or regulations.

6. If an Employer establishes a post-employment illegal drug testing policy pursuant to this Article of the Agreement, it is required that an employee be advised that s/he must undergo a drug screen, i.e., urine test, at least seven days before the testing is administered. Employees shall be provided with written information concerning the impact of illegal drug use on job performance. In addition, the Employer shall inform the employees in writing of the manner in which the tests are conducted, the reliability of the test performed, what the test can determine, and the consequences of testing positive for illegal drug use. This information shall be provided at least seven days prior to the illegal drug test. The employee shall give a written acknowledgment of the explanation.

7. Applicants or employees whose test result is positive for illegal drugs have the right to request, within 48 hours of the notification to the employee, re-analysis of the sample. If the applicant fails to request re-analysis or, if upon re-analysis the test result is still positive for illegal drugs, the applicant may be denied employment with the Employer. The decision of whether or not to hire an applicant based upon the results of a pre-employment illegal drug testing shall be at the sole discretion of the Employer. If the employee fails to request re-analysis or, if upon re-analysis the test result is still positive for illegal drugs, the employee shall be denied employment with the Employer. However, applicants or employees whose test result is positive for illegal drugs and who are in a bona fide rehabilitation program will

not be denied employment for that reason, so long as they are capable of performing their work satisfactorily.

8. Drug-related disputes that are not pre-employment pursuant to this Article of the Agreement shall be subject to the Grievance and Arbitration Procedures set forth in this Agreement. Under no circumstances will the Employer or the Union be informed, beyond a negative or positive outcome, of any illegal drug testing results unless a grievance is filed, in which case all relevant information regarding the test results, testing methods and chain of custody will be provided to both the Union and the Employer.

9. The Employer shall bear all costs associated with post-employment illegal drug testing. The Employer shall reimburse the employee for all travel expenses. Employees will be paid for all time spent submitting to the test.

10. The Employer is not permitted to establish or implement any illegal drug testing policy other than that permitted by this Article of the Agreement.

11. Any section or subsection of this Article which provides for drug testing in a manner and to an extent prohibited by any law or the determination of any Governmental Board or Agency shall be and hereby is of no force or effect during the term of any such prohibition. It is understood and agreed, however, that if any section or subsection of this Article which is declared to be of no force or effect because of restrictions imposed by laws is determined by Act of Congress or other legislative enactment, or a decision of the Court of highest recourse to be legal or permissible, such section or subsection shall immediately become and remain effective during the remainder of the term of this Agreement.

12. In the event a dispute arises, legal action commences, or other damages result from any Employer activity under this Article of the Agreement, the Employer shall hold harmless and indemnity the Union for any and all liabilities that may incur.

Article XVII
SUCCESSORS AND ASSIGNS

1. This Agreement shall be binding upon the members of the Association who have designated Laborers, or in the future will employ Laborers, during its entire term and shall also be binding upon any firm, person or corporation which becomes affiliated with the Association and has designated Laborers, or in the future will employ Laborers, during the term of this Agreement. The Association will promptly notify the Union in writing of any such firm, person or corporation which has become a member, stating its full and proper name and address, such notice to be by registered mail.

2. This Agreement shall also be binding upon the assignees, transferees, purchasers and successors and any of the Employers obligated as such under this Agreement. Should there be any such transfer, assignment or sale, either in whole or in part of the business of any such Employer, such Employer agrees that the transferee, assignee, purchaser or successor shall become obligated to perform all of the terms of this Agreement, provided that if such transferee, assignee, purchaser or successor refuses to obligate itself in writing to be so bound, the Employer shall then be responsible for the continued performance of the terms of this Agreement. If any such transfer, assignment or sale takes place, the Employer shall immediately notify the Union in writing, stating the name of the assignee, transferee, purchaser or successor and its address and the nature of the transactions, by registered mail.

3. In addition, the provisions of paragraph 2 above shall apply to any business of an Employer which is formed wholly, or substantially in part, by the Employer or its stockholders in the same, similar or substantially related industry.

4. Should the Association cease to exist during the term of the collective bargaining agreement, Employers bound at the time of the discontinuance of the Association shall continue to be bound by the collective bargaining agreement for its duration.

Article XVIII
EQUAL EMPLOYMENT OPPORTUNITY

The Employer and the Union mutually agree that there will be no discrimination against any employee or applicant for employment, with respect to race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation, affectional preference, veteran status or union hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, membership in all employment decisions, including but not limited to recruitment, layoff, termination, and all other items and conditions of employment except as provided by law.

Article XIX
APPRENTICES

If available, the eighth laborer on any job site shall be an apprentice enrolled in the Local 210 apprenticehsip program. Notwithstanding the foregoing, there shall be no apprentices on any job site unless at least three (3) journeymen are working at the jobsite, this minimum ratio of journeymen to apprentices shall be observed by the Employer on all jobsites.

Article XX
DURATION

This Agreement shall be effective on the 1st day of July, 2002, and shall terminate on Midnight, June 30, 2007.

WITNESSETH: We, the undersigned, duly authorize representatives of the Construction Industry Employers Association, Inc. and Laborers Local Union No. 210, hereunto affix our hands at Buffalo, New York effective as of the 1st day of July, 2002.

CONSTRUCTION INDUSTRY EMPLOYERS ASSOCIATION, INC.

By: _____

LABORERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL NO. 210

By: _____
William Hoffman, Business Manager